

FORM NO. 7000 (4/91)

SUBCONTRACT BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

(LOS ALAMOS NATIONAL LABORATORY)

AND

UNIVERSITY ADDRESS : UNIVERSITY OF CALIFORNIA
LOS ALAMOS NATIONAL LABORATORY
P.O. BOX 1663, MS P274
LOS ALAMOS, NM 87545

SUBCONTRACTOR ADDRESS:

SUBCONTRACT NUMBER :

EFFECTIVE DATE :

PRICING ARRANGEMENT : FIRM FIXED-PRICE

SUBCONTRACT PRICE :

TERMS OF PAYMENT :

SUBCONTRACT FOR : ACCELERATED STRATEGIC COMPUTING INITIATIVE (ASCI)

FOR THE SUBCONTRACTOR:	FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:
BY:_____	BY:_____
NAME:_____	NAME:_____
TITLE:_____	TITLE:_____
DATE:_____	DATE:_____

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SCHEDULE

SECTION A - INTRODUCTION

This Subcontract, effective (TBD) is hereby made and entered into by and between The Regents of the University of California, a constitutional corporation and instrumentality of the State of California, hereinafter called the "University" and , hereinafter called the "Subcontractor," whose principal offices are located at

The University has entered into Contract No. W7405-ENG-36 as modified (hereinafter called the Prime Contract) with the U.S. Government (hereinafter called the "Government") represented by the Department of Energy (hereinafter called the "DOE") for performance of certain research and development work at the Los Alamos National Laboratory. This Subcontract is entered into in furtherance of the performance of the work provided in the Prime Contract.

In accepting this Subcontract, the Subcontractor agrees to perform the Subcontract work in accordance with the following terms and conditions. No other terms or conditions shall be binding upon the parties, unless accepted by them in writing.

Some of the requirements herein for University approval are imposed by the Prime Contract, statute, or government regulation. The Subcontractor recognizes that failure to obtain approvals may jeopardize its reimbursement for costs accrued hereunder. All requests for University approval hereunder shall be directed to the person designated elsewhere in this Subcontract as the Contract Administrator.

SECTION B - SUPPLIES AND SERVICES TO BE DELIVERED

The Subcontractor shall furnish qualified personnel, equipment, and facilities to perform the work described in Appendix D, the Statement of Work, dated , for the Accelerated Strategic Computing Initiative.

SECTION C - PERIOD OF PERFORMANCE

1. All work performed under this subcontract shall be performed within forty-eight (48) months from the date identified in Section A. The Subcontractor shall perform the work called for in Section B of this subcontract. Milestone deliveries shall be made in accordance with the Milestone Payment Schedule identified in Section F.1.b.
2. Reports called for under this Subcontract shall be delivered only to addressees identified in paragraphs a. and b. below in the quantities specified. Delivery to any individual or agency other than these addressees is not permitted unless specifically authorized in writing by the Contract Administrator.

- a. One copy of all unclassified reports shall be delivered to:

University of California
 Los Alamos National Laboratory
 Attn: Jane Beck
 Ref:
 P.O. Box 1663, MS P274
 Los Alamos, NM 87545

- b. Three copies of all unclassified shall be delivered to:

University of California
 Los Alamos National Laboratory
 Attn:
 Ref:
 P.O. Box 1663, MS ____
 Los Alamos, NM 87545

SECTION D - INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items delivered under this Subcontract shall be at Los Alamos National Laboratory, Los Alamos, New Mexico 87545.

SECTION E - CONTRACT ADMINISTRATION

1. The University Contract Administrator is: Jane Beck

University of California
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop P274
Los Alamos, NM 87545
Phone: (505) 667-6081

2. The University technical representative is: _____

University of California
Los Alamos National Laboratory
P.O. Box 1663, mail stop
Los Alamos, NM 87545
Phone: (505)

3. The Patent Counsel is:

U.S. Department of Energy
Albuquerque Operations Office
Office of Patent Counsel
P.O. Box 5400
Albuquerque, NM 87115

4. Address invoices to:

University of California
Los Alamos National Laboratory
Accounting Department, MS P240
P.O. Box 1663
Los Alamos, NM 87545

4. Payments shall be mailed to:

SECTION F - SPECIAL PROVISIONS

1. Payment

- a. The firm fixed-price of this Subcontract shall not exceed a total of \$_____. The total price shall be subject to the downward adjustment identified in paragraph 1.c. below

- b. Milestone payments will be made in accordance with the following schedule:

<u>Milestones</u>	<u>Deliverables</u>	<u>Date</u>	<u>Payment</u>
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(To be Determined based on approved Milestone Schedule)

- c. The price for the "Memory Upgrade" of \$_____, identified in Milestone #___ above, is a not to exceed price. Before exercising this option, the University will determine whether the not-to-exceed price is the best price available. Should the then current market price of this option be more advantageous, the price of this mandatory option shall be subject to downward negotiation.

- d. Options (To Be Determined)

2. Order of Precedence

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order:

1. The Subcontract schedule.
2. The Statement of Work.
3. The General Provisions.
4. Subcontractor's Technical Proposal (if incorporated into this Subcontract by reference or otherwise).

3. Obligation Of Funds

The amount presently available for payment by the University and allotted to this subcontract for all items of Section B is \$_____. It is estimated that this amount is sufficient to cover performance by the Subcontractor through _____ (see General Provisions, Clause C6 entitled Limitation of University's Obligation).

4. Modifications

The Contract Administrator is the only person authorized to approve changes in any of the requirements under this Subcontract and notwithstanding any provision contained elsewhere in this Subcontract, the said authority remains solely with the Contract Administrator. No statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Subcontract, except for written statements of the Contract Administrator. In the event the Subcontractor effects any such change at the direction of any person other than the Contract Administrator, the change will be considered to have been made without authority and no adjustment will be made in the Subcontract price to cover any increase in costs incurred as a result thereof.

5. Release of Information

Publication or other presentation of material, data, record charts, graphs, or other records developed or maintained under this Subcontract is prohibited except as approved in writing in advance by the University Classification Office. Your request for review and approval should be addressed to the University Contract Administrator.

6. University Technical Representative

The individual identified as the University Technical Representative (UTR) is the person designated to monitor the work performed under this Subcontract. The UTR does not possess authority to change any of the requirements, including time of delivery or place of delivery, under this Subcontract. Any direction accepted by the Subcontractor from the UTR or any individual other than the Contract Administrator, or the Contract Administrator's technical representative (CATR) if one is specifically identified herein, shall be at the sole risk of the Subcontractor. If an individual (whether or not he or she is the UTR) is designated elsewhere in this Subcontract as the CATR, the scope of authority possessed by that individual with

regard to this Subcontract shall be stated in this Subcontract. If an individual is designated as the CATR but the scope of his or her authority is not stated, the individual shall have no greater authority than the University Technical Representative.

7. Priority Rating

This Subcontract is assigned a priority rating of DO-E-2 and is certified for National Defense under the provisions of the Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 350). You are required to follow the provisions of the DPAS regulation in obtaining controlled materials and other products and materials needed to fill the requirements of this Subcontract (see General Provisions, Clause A26 entitled Priorities and Allocation).

8. Approval Of Technical Data

If this Subcontract requires the Subcontractor to furnish any drawings, specifications, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance or test data, or other technical data for approval by the University prior to Subcontractor performance, the approval of the data by the University shall not relieve the Subcontractor from responsibility for any errors or omissions in such data, or from responsibility for complying with the requirements of this Subcontract, except as specified below. Any work done prior to such approval shall be at the Subcontractor's risk. The University shall have thirty (30) calendar days to approve such data without affecting the project critical path.

If the data includes any variations from the Subcontract requirements, the Subcontractor shall describe such variations in writing at the time of submission of the data. If the University approves any such variation(s), a change order to the Subcontract shall be issued by the University and, if appropriate, a bilateral modification to the Subcontract shall be negotiated.

9. Key Personnel

It is agreed that the below listed key personnel or other personnel approved by the University Contract Administrator as persons of substantially equal abilities and qualifications, are necessary and key to the successful performance of this contract, and SUBCONTRACTOR agrees to assign such employees or persons to the performance of the work under this contract and shall not reassign or remove any of them without consent of the University Contract Administrator. Whenever, for any reason, one or more of these employees is unavailable for assignment for work under this contract, or has been assigned less than full time to work under this contract, SUBCONTRACTOR shall, with the approval of the University Contract Administrator, replace such employee with an employee of substantially equal abilities and qualifications.

10. Control of Subcontractor Employees

The Subcontractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her and shall devote only qualified personnel to work under this Subcontract. Should the University deem anyone employed on the work incompetent or unfit for his or her duties and so inform the Subcontractor, the Subcontractor shall remove such person, at no additional cost to the University, from work under this Subcontract and he or she shall not again, without written permission of the University, be assigned to work under this Subcontract.

11. Site Preparation

- a. Site preparation specifications shall be furnished in writing by Subcontractor. These specifications shall be in such detail as to ensure that the equipment to be installed shall operate efficiently.
- b. The University shall prepare the site at its own expense prior to shipment and in accordance with the specifications furnished by the Subcontractor and shall maintain the site requirements throughout the period of this Agreement.

- c. Subcontractor shall inspect the site and report to University in writing the dates of the inspection, any site preparations that do not meet specifications and the reasons therefor, and the final inspection and acceptance of the site.

12. Training Requirements for Subcontractor Employees Working On-Site (LOS ALAMOS ONLY)

In addition to the Safety and Health Requirements identified in Appendix B, all Subcontractor employees who will perform work on Laboratory premises for more than 10 consecutive work days, or who require unescorted access to nuclear facilities and/or to radiological controlled areas, must successfully complete the Laboratory's eight hour General Employee Training (GET) course prior to being issued a badge by the Laboratory. Retraining must be accomplished every two years for individuals who require unescorted access to nuclear facilities and/or radiological controlled areas. Subcontractor employees who previously completed the Laboratory's GET program and have six months previous work experience on Laboratory premises or who have completed get at another Department of Energy site may fulfill GET requirements through self-study or computer-based training, followed by the written GET examination. This requirement is separate and apart from the DOE "L" or "Q" access requirements identified elsewhere in this Subcontract.

13. Safety and Health Requirements

The terms and conditions of Appendix B, Safety and Health Requirements, are hereby incorporated into this Subcontract.

14. Security Clearances

Some work performed under this subcontract may be performed in a security area or require access to classified information. All personnel intended to engage in work in a security area or with classified information shall eventually possess a DOE "L" or "Q" type access authorization. The type of access authorization required ("L" or "Q") shall be determined by the University. Be advised that to obtain a DOE "L" or "Q" access authorization, an in depth background check and detailed personal information is required. Any Subcontractor employee whose work assignment would require access but who cannot obtain a DOE "L" or "Q" access authorization shall be removed from performing such work under this Subcontract. The Subcontractor shall comply with all DOE and University security regulations.

15. Security Procedures

The terms and conditions of Appendix C, Security Procedures, are hereby incorporated into this Subcontract.

14. Documentation Requirements

- a. Subcontractor shall furnish all documentation identified and described in the Statement of Work dated _____.
- b. Title to all documentation and records provided or generated under paragraph A shall pass directly from the Subcontractor to the Government.

15. Software Licenses

All software licenses required under this Subcontract shall include a clause whereby the license is fully assignable to the Department of Energy (DOE) for assignment to any succeeding prime contractor to the University.

16. Insurance Requirements

The following type of insurance, with coverage of not less than the minimum stated are required:

<u>Type</u>	<u>Minimum Coverage</u>
Worker's Compensation	To comply with applicable Federal and State worker's compensation and occupational disease statutes
Employer's Liability	\$100,000
Comprehensive Bodily	\$500,000 per occurrence
Injury Liability	\$200,000 per person and \$500,000 per
Comprehensive Automobile Liability	occurrence for bodily injury and \$100,000 per
	occurrence for property damage
(see General Provisions Clause B48 entitled <u>Work on University or Government Premises</u>)	

17. Options

The University reserves the unilateral option to extend the term of this Subcontract by one (1) year beyond the current performance period. Any such extension shall be for the sole purpose of acquiring additional items or services within the scope of the work described in Attachment D, Statement of Work . This provision shall in no way relieve the Subcontractor from performing the work identified in Attachment D, Statement of Work, within the forty eight (48) month period specified in Section C of this Subcontract.

Upon University request, the Subcontractor shall submit a proposal for the option year. The University shall then provide notice to the Subcontractor of its intent to exercise an option year thirty (30) days prior to the expiration of the Subcontract. There shall be no cost or obligation to the University nor shall the Subcontractor begin work for the option year until the University awards a Subcontract modification for the option year.

SECTION G - GENERAL PROVISIONS

General Provisions consisting of the clauses in Los Alamos National Laboratory Form 7500, December 1995, identified below are incorporated in this Subcontract.

1. All of the clauses of Section A with the exception of the following clauses which do not apply to this Subcontract:
 - Clause A12, entitled Disposition of Materials
 - Clause A30, entitled Security Access Authorization and Operations
 - Clause A31, entitled Subcontractor Cost and Pricing Data
 - Clause A32, entitled Unclassified Controlled Nuclear Information
2. The following clauses of Section B:
 - B3, B7, B8, B11, B14, B19, B26, B27 (or B28 if small business), B34, B35, B37, B39, B41, B47, B48,
3. The following clauses of Section C:
 - C1, C2, C3, C4, C5 (applies to on-site maintenance and services), C6, C10, C13, C15

APPENDIX A

REPORT PREPARATION INSTRUCTIONS

These instructions apply to all formal reports (i.e., other than letter reports or those specifically identified in the subcontract schedule as informal reports) called for in SECTION B of the Subcontract schedules.

1. Reports shall fairly and completely describe the efforts applied to and the results obtained toward the achievement of the objectives of the work called for by the subcontract. If an objective or objectives are not accomplished, such failure(s) shall be fully documented and explained in the report.
2. Reports shall be in the following format:
 - a. A brief abstract describing the overall objective of the work effort and the results attained toward achieving the objective(s).
 - b. A statement of each objective and description of the effort performed and accomplishments toward achieving the objective.
 - c. A list of any publication or any other information release made of material developed or maintained through the performance of the subcontract.
 - d. Any other information pertinent to the progress and/or accomplishment of the subcontract objectives.

APPENDIX B

SAFETY AND HEALTH REQUIREMENTS

(a) The safety and health regulations and/or requirements applicable to work performed at Los Alamos National Laboratory under this Subcontract are listed below. The Subcontractor shall comply with the latest versions of these regulations and/or requirements as they are amended or superseded from time to time:

- (1) NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (1985).
- (2) EPA Order 1440.2, Health and Safety Requirements for Employees Engaged in Field Activities.
- (3) EPA Order 1440.3, Respiratory Protection.
- (4) EPA Operating Safety Guide (1984).
- (5) 29 CFR 1904, Recording and Reporting Occupational Injury and Illnesses
- (6) 29 CFR 1910, Occupational Safety and Health Standards
- (7) 29 CFR 1926, Safety and Health Regulations for Construction
- (8) DOE Order 1324.2A, Records Disposition
- (9) DOE Order 5480.11, Radiation Protection for Occupational Workers
- (10) DOE Order 5480.20, Personnel Selection, Qualification, Training, and Staffing Requirements at DOE Reactor and Non-Reactor Nuclear Facilities
- (11) Los Alamos National Laboratory Emergency Response Plan
- (12) Los Alamos National Laboratory Environment Safety and Health Manual
- (13) State and local regulations relating to safety and health
- (14) Other EPA guidance which the University may direct the Subcontractor to comply with.

(b) The Subcontractor shall provide information about training and medical examination dates for workers at hazardous waste sites as required under 29 CFR 1910.120 through the Contract Administrator to the University Technical Representative identified in Section E, paragraph 2, for entry into the sponsoring technical organization's data base.

(c) The Subcontractor shall be responsible for providing the training requirements of EPA Order 1440.3 for all employees requiring such training. At least 30 days prior to the scheduled start of work in which respiratory protection of workers will be required, the Subcontractor shall submit documentation through the Contract Administrator to the Industrial Hygiene Group (HSS) to substantiate that the Subcontractor's program complies with all Standards/DOE Orders pertaining to respiratory protection (OSHA 1910.134, ANSI Z88.2-1980). The Subcontractor's respiratory protection program records, operating procedures, and on-site use of equipment is subject to audit by the Laboratory's Industrial Hygiene Group.

(d) Copies of reports of work related to employee illness and injury data required to be submitted to the Bureau of Labor Statistics under 29 CFR 1904 shall be submitted through the Contract Administrator to the University Technical Representative.

(e) The Subcontractor shall include paragraph (f) of General Provision Clause B48, "Work on University or Government Premises" in all of its lower tier subcontracts involving performance of work at Los Alamos National Laboratory or other government owned or controlled facilities under this subcontract. However, the inclusion of that paragraph in lower tier subcontracts shall not relieve the Subcontractor of its obligation to assure compliance with this Special Provision for all aspects of the work.

(f) The Management Program and Implementation Plan referred to in General Provision Clause B48, "Work on University or Government Premises", must be approved prior to commencing work at the Laboratory or government facility under this Subcontract. The plan shall consist of a descriptive outline of the Subcontractor's safety program (including the operations of lower tier subcontractors) encompassing aspects of safety, accident prevention, and fire protection. The outline should contain the following information:

(1) Safety Program

- (i) A statement of the Subcontractor's safety policy, including an analysis of the personnel safety, health, environmental, and fire hazards expected on the program, and the types of safety equipment and/or procedures to be used in controlling those hazards.
- (ii) The name and qualification of the Subcontractor's safety and industrial hygiene representative administering the safety program at Los Alamos National Laboratory or government facility.
- (iii) A schedule of safety and health inspections and exposure sampling to be conducted by a designated Subcontractor official. Safety inspections will be conducted no less than weekly.
- (iv) A schedule of safety and health meetings with employees and supervisors in order to emphasize safety, health, and fire prevention. The minutes and name of participants in these meetings shall be available for review.
- (v) A description of the Subcontractor's program for certifying the safe operating condition and proper maintenance of earth moving equipment, cranes, vehicles, pressure vessels, protective devices for portable electrical tools and other portable equipment. Records of maintenance and inspections shall be available for review.
- (vi) The Subcontractor's program for ensuring adequate illumination, noise control and house-keeping in work areas.

- (vii) A program, including onsite employee training, to identify the names, characteristics, and effects of all toxic materials, gases, or liquids that may be introduced, produced, or encountered on the work site. The program shall also identify how the Subcontractor shall protect all onsite personnel and the environment from these potential hazards. Copies of training records and/or certifications for employees to demonstrate training requirements of OSHA regulations have been met.
- (viii) A procedure for ensuring that all personnel wear protective equipment as appropriate for the work site, such as, but not limited to eye protection, head protection, protective clothing, ear protection, respirators, face protection, gloves, safety shoes, and other devices.
- (ix) The following statement shall be included in the plan:
- "[Name of Subcontractor] acknowledges that the following applies to his on-site operations or the on-site operations of any of his lower-tier subcontractors at Los Alamos National Laboratory or government facility:
- Should the operation, or any portion thereof, be perceived by the University to be unsafe so as to pose an imminent risk of serious bodily harm or death, the University may immediately order the work, or that portion thereof deemed to be unsafe, to be stopped.
- The only representatives of the University who are authorized to exercise this prerogative are:
- The Contract Administrator
 - The University Technical Representative The Contract Administrator's Technical Representative, if an individual is so designated
 - Any Laboratory employee, government employee, or employee of a Laboratory subcontractor who is knowledgeable of the requirements for safe operation
- (x) A procedure establishing requirements which, at a minimum comply with the Los Alamos National Laboratory Environment Safety and Health Manual, for locking out and/or tagging equipment that is powered electrically, pneumatically, or hydraulically when such equipment is to be shut down for secondary installation, tie-ins, test shut downs, and where personnel or equipment could be endangered by inadvertently energizing this equipment.
- (2) First Aid Program
- (i) A list of employees available at the site who are trained in administering first aid.

- (ii) Provisions for adequate emergency services.
- (iii) The method for prompt investigation and reporting of injuries to the University.
- (3) Fire prevention program
 - (i) A method by which employees and the local fire department will be alerted to emergencies.
 - (ii) The method for taking the following precautions:
 - 1. Posting instructions for notifying the fire department at all telephones.
 - 2. Identifying all activities and materials that present a fire hazard, and taking proper means to prevent fires from developing from them.
 - 3. Providing clear access to all areas for fire fighting vehicles and hose lines.
 - 4. Removing combustible debris promptly, and having a responsible employee make a tour of the work site at the end of each day to ensure that no fires or potential fires exist.
- (4) Safety Experience History

A report of the Subcontractor's history of accidents for the past two years, including:

- (i) Lost-time injuries and illnesses, OSHA Form 200 or equivalent
- (ii) Motor vehicle accidents resulting in any personal injuries or property damage of \$500 or more
- (iii) Accidents involving \$1,000 or more in property damage as a result of fire, or other causes.

(5) Safety Meetings

The Subcontractor's safety representative at the work site shall be available to meet as required with Laboratory personnel regarding safety matters.

(g) The Subcontractor shall immediately notify the Contract Administrator of any personal injury resulting in lost work days and any loss or damage to government property.

(h) In addition to the reporting requirements of 29 CFR Part 1926, the Subcontractor shall submit (1) Form DOE F 5484.X for all injuries resulting in a loss of time by an injured employee within 24 hours after the injury and (2) written statements indicating the number of hours worked

during each quarter within five working days after the end of the quarter (March 31, June 30, September 30, and December 31).

(i) The Subcontractor shall take responsibility for each of his employees participating in the Laboratory's environmental safety and health programs. As part of that participation, the Subcontractor shall ensure that each employee who is employed for work at the Los Alamos National Laboratory for more than 30 days shall receive the ES&H Employee Participation Packet (obtainable from the Contract Administrator). The Subcontractor shall review the information contained in the ES&H Packet with each employee. A copy of each Certification of Receipt and Review from each employee shall be returned to the Contract Administrator.

(j) The contents of this Special Provision shall be included in every lower-tier subcontract for work to be performed at Los Alamos National Laboratory, altered only as necessary to identify the contracting parties.

APPENDIX C

SECURITY PROCEDURES (LANL)

A. Badging

All employees of the Subcontractor, employees of lower-tier subcontractors, and/or consultants to the Subcontractor or lower-tier subcontractors (hereinafter called Subcontract Personnel) performing work on-site at Los Alamos National Laboratory for ten or more consecutive days must obtain a badge issued by the Laboratory Badge Office (FSS-15). Badges will be either Uncleared, L Cleared, or Q Cleared as appropriate for an individual's level of security clearance and the access needed to perform the requirements of this subcontract. If access is required for performance of this subcontract, approval of Foreign Ownership, Control, or Influence for this subcontract must have been received from DOE prior to cleared badges being issued.

The Subcontractor shall make requests for badges to be issued to the University Technical Representative for submittal to FSS-15. Requests for issuance of Cleared badges must include the information listed in paragraph C below.

B. Security Access

Access to security areas of the Laboratory or to classified information will require individuals to possess an L or Q Clearance and to have been issued a badge by the Laboratory Badge Office.

C. Clearances

Requests for initiation or transfer of L or Q Clearances under this subcontract shall be made to the University Technical Representative for submittal to FSS-15. Information listed below must be included in each request.

Full name
Date of Birth
Social Security Number
Job Title
Employer's name and address
Personnel officer or point of contact and telephone number for individual's employer

Each of the following questions must be answered:

What service will the individual perform that necessitates possession of a clearance?

Does the individual require access to classified information/materials?

With whom will the individual interact within security areas?

Why the services cannot be performed outside of security areas or under escort?

Requests for transfer of a security clearance must include the following information:

Name of installation where the clearance was or is currently active.

DOE File Number (if available)

Date clearance was granted

D. Escorted Entry to Security Areas

Escorts for entry of uncleared personnel to security areas may be obtained from Volt Temporary Services, 1460 Trinity Drive, Suite 2, Los Alamos, NM 87544, (505) 662-5511.

E. Responsibilities of the Subcontractor

All badges issued by the Laboratory Badge Office are the property of the U.S. Government. The Subcontractor is responsible and accountable for all badges issued to Subcontractor Personnel for performance of this subcontract.

If a badge is lost or stolen, the Subcontractor shall immediately notify the Laboratory Badge Office orally with a follow-up written notification.

The Subcontractor shall conduct or have conducted by its lower-tier subcontractors, for each individual who has been issued a cleared badge, a Security Termination Briefing and obtain a Security Termination Statement, DOE Form 5631.29:

1. Upon termination of employment of an individual classified as Subcontract Personnel,
2. When a clearance is no longer required to perform subcontract requirements, or

3. Upon completion of work called for under this subcontract.

The Subcontractor shall retrieve all badges, cleared and uncleared, including expired badges, issued for performance of this subcontract and return them to: Los Alamos National Laboratory, Personnel and Information Security Group, FSS-15, P.O. Box 1663, Mail Stop B236, Los Alamos, NM 87545 within 10 working days from:

1. the date of termination of employment of an individual classified as Subcontract Personnel,
2. the date upon which it is determined that a clearance is no longer required for performance of subcontract requirements,
3. the date of removal/transfer of an individual from performing work under this subcontract,
4. the date of completion or termination of work under this subcontract.

F. Withholding of Payment

Final payment under this subcontract shall not be made by the University until all badges issued under the auspices of this subcontract have been either returned to FSS-15 or have been accounted for to the satisfaction of FSS-15 personnel.

APPENDIX D

ACCELERATED STRATEGIC COMPUTING INITIATIVE

(ASCI)

STATEMENT OF WORK

(TO BE ADDED)